

EXHIBIT 1

Image ID:
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SUMMONS

Doc. No. 5687150

IN THE COUNTY COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam-Criminal/Trfc/Probate
1819 Farnam - Civil/Small Claims
Omaha NE 68183

Tamera Sheehan v. United HealthCare Services, Inc.

Case ID: CI 21 9942

TO: United HealthCare Services, Inc.

You have been sued by the following plaintiff(s):

Tamera Sheehan

Plaintiff's Attorney: John P Farrell
Address: 9290 West Dodge Road, Suite 303
Omaha, NE 68114-3320
Telephone: (402) 390-0390

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: JUNE 3, 2021

BY THE COURT:


Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

United HealthCare Services, Inc.
RA: CT Corporation System
5601 South 39th Street, Suite C
Lincoln, NE 68516

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

IN THE COUNTY COURT OF DOUGLAS COUNTY, NEBRASKA

TAMERA SHEEHAN,

Plaintiff,

v.

UNITED HEALTH CARE
SERVICES, INC.,

Defendant.

CASE NO. _____

COMPLAINT

Comes now the Plaintiff, Tamera Sheehan, and in support of her lawsuit pursuant to *Neb. Rev. Stat. § 25-205* state and allege as follows:

BREACH OF CONTRACT

1. The Plaintiff is a resident of Douglas County, Nebraska.
2. The Defendant, United HealthCare Services, Inc., is a business authorized to do business in Douglas County, Nebraska.
3. The Plaintiff entered into contract with the Defendant to provide health care services.
4. The Plaintiff has been required to use a Trilogy breathing machine to survive since May, 2015.
5. Defendant had covered the costs of the Trilogy machine under the agreed plan from May of 2015 until May of 2019.
6. In May of 2019 Defendant arbitrarily stopped covering the costs of the machine stating it wasn't medically necessary.
7. After two appeals, the Defendant sent the case for review to an independent review panel which concluded the machine is medically necessary.
8. Following the decision that the machine is medically necessary, the Defendant failed to cover costs for all previously covered periods.

9. The Defendant has periodically covered the costs of the Trilogy machine on July of 2019, March of 2020, and May of 2020.

10. The Defendant has failed to cover \$2,770.06 in costs for the Trilogy breathing machine.

11. The Defendant has breached the contract for healthcare services by failing to pay for the covered services.

12. The Defendant continues to breach the contract for healthcare services by failing to pay for all current and future covered services of the Trilogy breathing machine.

WHEREFORE, Plaintiff, Tamera Sheehan, prays that the Court enter a judgment against Defendant, United HealthCare Services, Inc. for Breach of Contract for damages in the amount of \$2,770.06 and an order to cover all future costs of the Trilogy breathing machine while the Plaintiff is covered under United HealthCare Services, Inc. healthcare plan, attorney's fees, interest, costs incurred in connection with this action, and any further equitable relief.

Dated this 3rd day of June, 2021.

Tamera Sheehan,
Plaintiff.

By: 

John P. Farrell, #26941
Ellick, Jones, Buelt, Blazek, and Longo, LLP
9290 W. Dodge Road, Suite 303
Omaha, NE 68114-3320
(402) 390-0390
Attorneys for Plaintiffs